



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
[www.ladpw.org](http://www.ladpw.org)

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **W-0**

May 18, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY,  
REGION 39, ROCK CREEK  
TEMPORARY WATER SERVICE AGREEMENT WITH PALMDALE WATER  
DISTRICT AND OWNERS OF TWO LOTS OF TRACT NO. 46360 IN FORT TEJON  
ROAD, ROCK CREEK  
SUPERVISORIAL DISTRICT 5  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY  
OF THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40,  
ANTELOPE VALLEY:**

1. Find that pursuant to Section 55336 of the California Water Code, the Los Angeles County Waterworks District No. 40, Antelope Valley (District), has the capacity in its water system over that which is required by the District's customers to temporarily serve water to two lots within the Palmdale Water District service area until Palmdale Water District is able to service that area.
2. Approve the water service Agreements between the Palmdale Water District, the owners of the two subject lots of Tract No. 46360, and the District.

3. Instruct the Mayor of the Board of Supervisors to execute the Agreements.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to allow the District to provide temporary potable water services to two lots of Tract No. 46360 that are located within the Palmdale Water District's service area until Palmdale Water District's water distribution system is expanded to this area.

The owners of the two lots requested permanent water services from Palmdale Water District. However, Palmdale Water District presently has no water distribution facilities to serve these lots. As a result, the owners, with the concurrence of Palmdale Water District, requested that the District provide water service to the lots. The District has an existing water main approximately 2,000 feet east of the two lots and would be able to provide water service to the lots without any impact to the District's customers. The owners of the two lots have agreed to extend an existing 8-inch-diameter water main and install two fire hydrants to serve the two lots.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County Strategic Plan Goal of Service Excellence since it would provide temporary water service to these two lots.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County's General Fund.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

For this service, an Agreement has been prepared among the parties concerned and has been signed by the owners of the two lots of Tract No. 46360 and the Palmdale Water District.

The Agreement has been approved as to form by County Counsel.

The Honorable Board of Supervisors  
May 18, 2006  
Page 3

### **ENVIRONMENTAL DOCUMENTATION**

Pursuant to Section 15268(b)(4) of the California Environmental Quality Act Guidelines and Section 21080(b)(1) of the California Public Resources Code, this action is considered a ministerial project and is, therefore, exempt from the requirements of the California Environmental Quality Act.

### **CONCLUSION**

Please return two originals and one copy of the adopted Agreement to Public Works, Waterworks and Sewer Maintenance Division, for filing and forwarding to the Palmdale Water District.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

TE:jtz  
BDL2225

Enc.

cc: Chief Administrative Office  
County Assessor  
County Counsel

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

NAME PALMDALE WATER DISTRICT

MAILING ADDRESS 2029 EAST AVENUE Q

CITY, STATE, ZIP CODE PALMDALE, CA 93550

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## AGREEMENT

This AGREEMENT, made and entered into by and between BILL E. JOHNS and MICHELLE D. JOHNS, hereinafter referred to as "OWNER," PALMDALE WATER DISTRICT, hereinafter referred to as "PALMDALE WATER," and LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY, hereinafter referred to as "DISTRICT 40":

## WITNESSETH

WHEREAS, OWNER is the owner of real property situated in the County of Los Angeles, State of California, described as Lot 1, Tract No. 46360 as per map recorded in Book 1186, Pages 59 and 60, of official Records of said County, commonly known as 11621 East Fort Tejon Road, Pearblossom, California 93553; and

WHEREAS, said real property is situated entirely within the boundaries of PALMDALE WATER, the legal water purveyor for the property; and

WHEREAS, the OWNER desires to obtain water service for said property so that OWNER may proceed with construction of a single-family residence on said lot; and

WHEREAS, the location of said property is considerably remote from the nearest existing water main of PALMDALE WATER such that the PALMDALE WATER cannot immediately provide water service to said property without extensive and expensive extensions of water system facilities of PALMDALE WATER; and

WHEREAS, the property is located approximately 2,000 feet from an existing water main of DISTRICT 40, located at the intersection of Fort Tejon Road and 121st Street East, capable of providing adequate water flow and pressure to said property upon the completion of a water main extension; and

WHEREAS, it is the desire of OWNER and PALMDALE WATER that DISTRICT 40 provide water service to said property until such time as the Board of Directors of PALMDALE WATER has determined that a water main extension of PALMDALE WATER is desirable, at which time the OWNER shall be required to participate financially in the cost of construction of such future water main extension in accordance with the ordinances and regulations of PALMDALE WATER in effect at the time of the construction of such main extension; and

WHEREAS, DISTRICT 40, as a Waterworks District formed pursuant to Division 16 of the State of California Water Code, Section 55336, can only legally provide water service to a property located outside of DISTRICT 40's boundaries when the governing board of DISTRICT 40 finds that the District has a surplus of water ("SURPLUS WATER") above that which is required by the consumer within the District; and

WHEREAS, the existing water system of DISTRICT 40 is presently not in the immediate vicinity of the OWNER's property. The Rules and Regulations of DISTRICT 40 require that the said property must be served from a water main fronting the said property. Therefore, the OWNER must construct any improvements, including the construction of a water main extension, and dedicate, gratis, the constructed improvements to DISTRICT 40.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by OWNER, PALMDALE WATER, and DISTRICT 40 and of the premises herein contained, it is hereby agreed as follows:

(1) OWNER AGREES:

- a. As a condition of receiving water service from DISTRICT 40 to construct any and all water system improvements necessary to serve the property and to pay any and all charges of DISTRICT 40 for water service as may be applicable at the time DISTRICT 40 is requested to serve the said property. OWNER further agrees that any and all water system improvements constructed in conjunction with DISTRICT 40 serving the property shall become and remain the property of DISTRICT 40.
- b. Under this Agreement OWNER obtains no right to permanent water service from DISTRICT 40 and agrees to release said DISTRICT 40, its officers, and employees harmless from any loss, cost, or expense incurred by said DISTRICT 40, its officers, or employees arising from any claim of such nature being made by OWNER or by any person or organization successor to OWNER.
- c. To promptly pay or advance such sums as may be required by PALMDALE WATER's ordinances and regulations, in effect at the time of the main extension, to connect to PALMDALE WATER's water system, and for the costs of such main extension or extensions.
- d. To provide a copy of this Agreement to any subsequent OWNER of the lot.
- e. To pay out-of-district water rates to DISTRICT 40 for all water usage.
- f. To execute an out-of-district agreement with the Local Agency Formation Commission.

(2) PALMDALE WATER AGREES:

- a. To permit DISTRICT 40 to serve water to the OWNER until such time as PALMDALE WATER is able to serve the property.
- b. To make its best efforts to serve water to the OWNER as soon as practicable.
- c. To indemnify, defend, and hold harmless DISTRICT 40 for any and all claims, including by OWNER, relating to this Agreement.

(3) DISTRICT 40 AGREES:

- a. Subject to DISTRICT 40 determining at all times that DISTRICT 40 may legally provide SURPLUS WATER to the OWNER, at DISTRICT 40's sole and absolute discretion, and subject to any requirements by the Local Agency Formation Commission or any other legal requirements to provide water service to OWNER's property upon such terms and conditions as may be agreed upon by DISTRICT 40 and the OWNER at the time the OWNER makes application for water service from DISTRICT 40.
- b. To terminate water service to said property upon the date that PALMDALE WATER agrees to provide water to the OWNER's property.
- c. To indemnify, defend and hold harmless PALMDALE WATER from any and all claims including by OWNER relating to this Agreement.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- d. At such time as the Board of Directors of PALMDALE WATER shall determine that it is necessary or desirable that the PALMDALE WATER's water mains be extended in such a manner as to provide water service to said property, PALMDALE WATER shall notify DISTRICT 40 of such determination and of the probable date upon which service to said property will be available from PALMDALE WATER.
- b. DISTRICT 40 will sell water to the OWNER at the out-of-district rate schedule of DISTRICT 40 applicable for a DISTRICT 40 customer located outside of DISTRICT 40 in the vicinity of the property of the OWNER.
- c. The providing of water service by DISTRICT 40 shall not include the issuance by DISTRICT 40 of any Statement of Water Availability as may be required for the rezoning of said property pursuant to the County of Los Angeles Zoning Ordinance.

- d. The OWNER shall release DISTRICT 40 from any and all liability relating to DISTRICT 40's termination of this Agreement or ceasing to provide water service under the terms herein. The foregoing release is granted notwithstanding the terms of California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."
- e. This agreement is intended to benefit only the parties herein without any third-party beneficiaries.

This Agreement shall be binding upon the heirs, executors, and assigns of the parties hereto, and this Agreement shall be recorded with the County Recorder of the County of Los Angeles.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized by BILL E. JOHNS and MICHELLE D. JOHNS on \_\_\_\_\_, 2006, PALMDALE WATER DISTRICT on \_\_\_\_\_, 2006, and by the LOS ANGELES COUNTY WATERWORKS DISTRICT 40, ANTELOPE VALLEY, on \_\_\_\_\_, 2006.

COUNTY OF LOS ANGELES  
acting on behalf of the Los Angeles  
County Waterworks District No. 40

ATTEST:

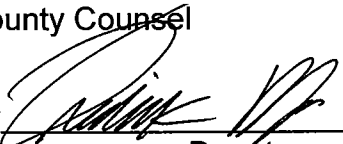
SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Mayor, Board of Supervisors  
of the County of Los Angeles as governing  
body thereof

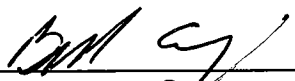
By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

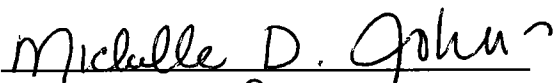
RAYMOND G. FORTNER, JR.  
County Counsel

By  \_\_\_\_\_  
Deputy

BILL E. JOHNS

By:  \_\_\_\_\_  
Owner

MICHELLE D. JOHNS

 \_\_\_\_\_  
Owner


PALMDALE WATER DISTRICT

 \_\_\_\_\_  
President of the Board of Directors of the  
Palmdale Water District

ATTEST:

 \_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

 \_\_\_\_\_  
District Counsel



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

ss.

On April 26, 2006, before me, Dawn Deans, Notary Public,

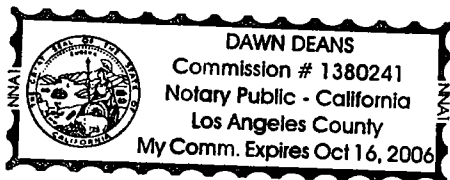
Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Raul Figueroa and Richard Wells

Name(s) of Signer(s)

☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Dawn Deans

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Third-party Water Service Agreement

Document Date: \_\_\_\_\_ Number of Pages: 5

Signer(s) Other Than Named Above: PWD Counsel, Bill and Michelle Johns, County Counsel  
Sachi Hamai, Board of Supervisors Mayor

### Capacity(ies) Claimed by Signer

Signer's Name: Raul Figueroa and Richard Wells

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator

☒ Other: President and Secretary

Signer Is Representing: Palmdale Water District

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

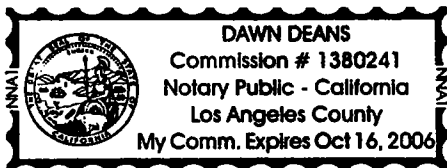
County of Los Angeles

} ss.

On May 1, 2006, before me, Dawn Deans, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Bill E. Johns and Michelle D. Johns,  
Name(s) of Signer(s)

☒ personally known to me  
☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) he/she/they are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Dawn Deans  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Third-party Water Service Agreement

Document Date: \_\_\_\_\_ Number of Pages: 5

Signer(s) Other Than Named Above: PWD Counsel, Raul Figueroa, Richard Wells, County Counsel, Sachi Hamai, Board of Supervisors Mayor

### Capacity(ies) Claimed by Signer

Signer's Name: Bill E. Johns and Michelle D. Johns

☒ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: self

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

NAME PALMDALE WATER DISTRICT

MAILING ADDRESS 2029 EAST AVENUE Q

CITY, STATE, ZIP CODE PALMDALE, CA 93550

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## AGREEMENT

This AGREEMENT, made and entered into by and between STEVE E. MARTINEZ and RHONDA L. MARTINEZ, hereinafter referred to as "OWNER," PALMDALE WATER DISTRICT, hereinafter referred to as "PALMDALE WATER," and LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY, hereinafter referred to as "DISTRICT 40":

## WITNESSETH

WHEREAS, OWNER is the owner of real property situated in the County of Los Angeles, State of California, described as Lot 2, Tract No. 46360 as per map recorded in Book 1186, Pages 59 and 60 of official Records of said County, commonly known as 11651 East Fort Tejon Road, Pearblossom, California 93553; and

WHEREAS, said real property is situated entirely within the boundaries of PALMDALE WATER, the legal water purveyor for the property; and

WHEREAS, the OWNER desires to obtain water service for said property so that OWNER may proceed with construction of a single-family residence on said lot; and

WHEREAS, the location of said property is considerably remote from the nearest existing water main of PALMDALE WATER such that the PALMDALE WATER cannot immediately provide water service to said property without extensive and expensive extensions of water system facilities of PALMDALE WATER; and

WHEREAS, the property is located approximately 2,000 feet from an existing water main of DISTRICT 40, located at the intersection of Fort Tejon Road and 121st Street East, capable of providing adequate water flow and pressure to said property upon the completion of a water main extension; and

WHEREAS, it is the desire of OWNER and PALMDALE WATER that DISTRICT 40 provide water service to said property until such time as the Board of Directors of PALMDALE WATER has determined that a water main extension of PALMDALE WATER is desirable, at which time the OWNER shall be required to participate financially in the cost of construction of such future water main extension in accordance with the ordinances and regulations of PALMDALE WATER in effect at the time of the construction of such main extension; and

WHEREAS, DISTRICT 40, as a Waterworks District formed pursuant to Division 16 of the State of California Water Code, Section 55336, can only legally provide water service to a property located outside of DISTRICT 40's boundaries when the governing board of DISTRICT 40 finds that the District has a surplus of water ("SURPLUS WATER") above that which is required by the consumer within the District; and

WHEREAS, the existing water system of DISTRICT 40 is presently not in the immediate vicinity of the OWNER's property. The Rules and Regulations of DISTRICT 40 require that the said property must be served from a water main fronting the said property. Therefore, the OWNER must construct any improvements, including the construction of a water main extension, and dedicate, gratis, the constructed improvements to DISTRICT 40.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by OWNER, PALMDALE WATER, and DISTRICT 40, and of the premises herein contained, it is hereby agreed as follows:

(1) OWNER AGREES:

- a. As a condition of receiving water service from DISTRICT 40, to construct any and all water system improvements necessary to serve the property and to pay any and all charges of DISTRICT 40 for water service as may be applicable at the time DISTRICT 40 is requested to serve the said property. OWNER further agrees that any and all water system improvements constructed in conjunction with DISTRICT 40 serving the property shall become and remain the property of DISTRICT 40.
- b. Under this Agreement OWNER obtains no right to permanent water service from DISTRICT 40 and agrees to release said DISTRICT 40, its officers, and employees harmless from any loss, cost, or expense incurred by said DISTRICT 40, its officers, or employees arising from any claim of such nature being made by OWNER or by any person or organization successor to OWNER.
- c. To promptly pay or advance such sums as may be required by PALMDALE WATER's ordinances and regulations, in effect at the time of the main extension, to connect to PALMDALE WATER's water system, for the costs of such main extension or extensions.
- d. To provide a copy of this Agreement to any subsequent OWNER of the lot.
- e. To pay out-of-district water rates to DISTRICT 40 for all water usage.
- f. To execute an out-of-district agreement with the Local Agency Formation Commission.

(2) PALMDALE WATER AGREES:

- a. To permit DISTRICT 40 to serve water to the OWNER until such time as PALMDALE WATER is able to serve the property.
- b. To make its best efforts to serve water to the OWNER as soon as practicable.
- c. To indemnify, defend, and hold harmless DISTRICT 40 for any and all claims including by OWNER relating to this Agreement.

(3) DISTRICT 40 AGREES:

- a. Subject to DISTRICT 40 determining at all times that DISTRICT 40 may legally provide SURPLUS WATER to the OWNER, at DISTRICT 40's sole and absolute discretion, and subject to any requirements by the Local Agency Formation Commission or any other legal requirements to provide water service to OWNER's property upon such terms and conditions as may be agreed upon by DISTRICT 40 and the OWNER at the time the OWNER makes application for water service from DISTRICT 40.
- b. To terminate water service to said property upon the date that PALMDALE WATER agrees to provide water to the OWNER's property.
- c. To indemnify, defend and hold harmless PALMDALE WATER from any and all claims including by OWNER relating to this Agreement.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. At such time as the Board of Directors of PALMDALE WATER shall determine that it is necessary or desirable that PALMDALE WATER's water mains be extended in such a manner as to provide water service to said property, PALMDALE WATER shall notify DISTRICT 40 of such determination and of the probable date upon which service to said property will be available from PALMDALE WATER.
- b. DISTRICT 40 will sell water to the OWNER at the out-of-district rate schedule of DISTRICT 40 applicable for a DISTRICT 40 customer located outside of DISTRICT 40 in the vicinity of the property of the OWNER.
- c. The providing of water service by DISTRICT 40 shall not include the issuance by DISTRICT 40 of any Statement of Water Availability as may be required for the rezoning of said property pursuant to the County of Los Angeles Zoning Ordinance.

- d. The OWNER shall release DISTRICT 40 from any and all liability relating to DISTRICT 40's termination of this Agreement, or ceasing to provide water service under the terms herein. The foregoing release is granted notwithstanding the terms of California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."
- e. This Agreement is intended to benefit only the parties herein without any third-party beneficiaries.

This Agreement shall be binding upon the heirs, executors, and assigns of the parties hereto, and this Agreement shall be recorded with the County Recorder of the County of Los Angeles.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized by STEVE E. MARTINEZ and RHONDA L. MARTINEZ on \_\_\_\_\_, 2006, PALMDALE WATER DISTRICT on \_\_\_\_\_, 2006, and by the LOS ANGELES COUNTY WATERWORKS DISTRICT 40, ANTELOPE VALLEY, on \_\_\_\_\_, 2006.

COUNTY OF LOS ANGELES  
acting on behalf of the Los Angeles  
County Waterworks District No. 40

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Mayor, Board of Supervisors  
of the County of Los Angeles as governing  
body thereof

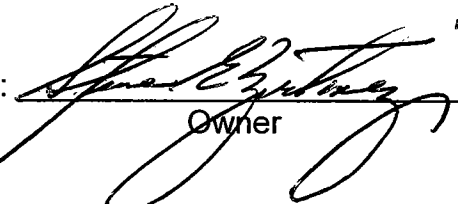
By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By  \_\_\_\_\_  
Deputy

STEVE E. MARTINEZ

By:  \_\_\_\_\_  
Owner

PALMDALE WATER DISTRICT

 \_\_\_\_\_  
President of the Board of Directors of the  
Palmdale WATER DISTRICT


ATTEST:

 \_\_\_\_\_  
Secretary

RHONDA L. MARTINEZ

 \_\_\_\_\_  
Owner

APPROVED AS TO FORM:

 \_\_\_\_\_  
District Counsel

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

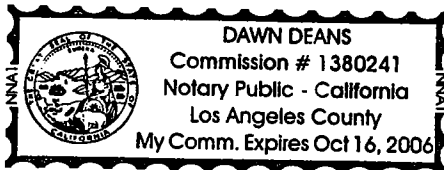
State of California

County of Los Angeles

} ss.

On April 26, 2006, before me, Dawn Deans, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Raul Figueroa and Richard Wells  
Name(s) of Signer(s)



☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Third-party Water Service Agreement

Document Date: \_\_\_\_\_ Number of Pages: 5

Signer(s) Other Than Named Above: PWD Counsel, Steve & Rhonda Martinez, Sachi Hamai, Board of Supervisors Mayor, County Counsel

### Capacity(ies) Claimed by Signer

Signer's Name: Raul Figueroa and Richard Wells

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator

☒ Other: President and Secretary

Signer Is Representing: Palmdale Water District

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

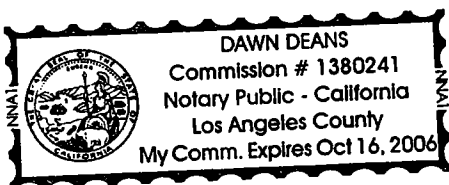
SS.

On May 1, 2006, before me, Dawn Deans, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Steve E. Martinez and Rhonda L. Martinez,  
Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Third-party Water Service Agreement

Document Date: \_\_\_\_\_ Number of Pages: 5

Signer(s) Other Than Named Above: PWD Counsel, Rual Figueroa, Richard Wells, County Counsel, Sachi Hamai, Board of Supervisors Mayor

### Capacity(ies) Claimed by Signer

Signer's Name: Steve E. Martinez and Rhonda L. Martinez

☐ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☒ Guardian or Conservator

☒ Other: self

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here